

# DJ Performance Contract

## **This is a template, not legal advice**

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

## **How to use this template**

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

# DJ Performance Contract

This DJ Performance Contract (this "Agreement") is made on [Date of this agreement] between [Client's full legal name] of [Client's address] (the "Client") and [DJ's full legal name], trading as [DJ's business or performing name, if any], of [DJ's address] (the "DJ"). Each is a "Party" and together they are the "Parties".

The Client wishes to engage the DJ to provide music and disc-jockey services for [Type of event, e.g. wedding reception, corporate party, club night] (the "Event") on [Event date] at [Venue name and full address]. This Agreement sets out the hours the DJ will perform, what equipment and support the Venue must provide, what the Client will pay, and what happens if either side cannot go ahead as planned.

## 1. Parties and Engagement

The Client engages the DJ, and the DJ accepts the engagement, to provide music selection and disc-jockey performance services for the Event as described in this Agreement. The DJ is engaged as an independent contractor, not as an employee, partner or agent of the Client, and is responsible for the DJ's own taxes and business expenses.

The DJ is the exclusive disc-jockey for the Event unless the Parties agree otherwise in writing. Both Parties shall give each other a working telephone number for the day of the Event and shall notify each other promptly of any change of contact details.

## 2. Performance Window and Breaks

The DJ shall arrive at the Venue by [Arrival/load-in time] to set up, and shall perform from [Performance start time] to [Performance end time] (the "Performance Window"), with an initial setup and sound-check period ending before the Performance Window begins.

The DJ is entitled to a break of [Break length, e.g. fifteen (15) minutes] for every [Hours of continuous performance before a break, e.g. two (2)] hours performed. During a break the DJ may leave pre-programmed music playing at a reasonable volume so that music does not stop for the room; a break of this kind is not deducted from the Performance Window and does not reduce the fee.

The Performance Window stated above is the full extent of the DJ's obligation to perform. Any time performed beyond the Performance End Time is overtime and is governed by clause 5.

### 3. Equipment, Power and Space Requirements

The DJ shall supply the following at no additional cost, in good working order:

[Equipment the DJ supplies, e.g. mixer, speakers, wired/wireless mics, dance-floor lighting] .

Any equipment beyond this list — including

[Additional equipment available at extra cost, e.g. uplighting, a photo booth, a fog machine] —

is available only if agreed and paid for separately in advance.

The Client is responsible for ensuring the Venue provides, at no cost to the DJ: a dedicated, continuously powered electrical supply of at least

[Minimum power required, e.g. two (2) dedicated 15-amp circuits] within

[Maximum cable run, e.g. 25 feet] of the performance area; a level, covered, and secure setup and performance space of at least [Minimum space required, e.g. 10 feet by 10 feet] ; safe load-in access (including any elevator, loading dock, stairs, or parking the DJ needs to know about in advance); and, for any outdoor performance, weatherproof shelter for the DJ's equipment.

If the Venue does not provide adequate power, space or shelter and the DJ's equipment is damaged, or the performance is degraded or cannot proceed as a result, the DJ is not in breach of this Agreement, the full fee remains payable, and the Client is responsible for any resulting equipment damage. The DJ shall notify the Client as soon as reasonably possible of any deficiency the DJ becomes aware of before the Event.

### 4. Music Selection and Do-Not-Play List

The Client's music and genre preferences for the Event are:

[Genre/style preferences and any must-play songs or moments, e.g. key introductions, first dance] .

The DJ shall plan the set list around these preferences and shall use professional judgment to read the crowd and keep the dance floor active within them.

The Client's do-not-play list — songs, artists, genres or explicit content the DJ must not play under any circumstances — is: [Do-not-play list, or "None"] . The DJ shall not play anything on this list even if requested by a guest.

Subject to the two paragraphs above, the DJ retains reasonable professional discretion over the specific songs, mixing, and pacing used to achieve the Client's brief, and is not required to honor every individual guest request.

## 5. Overtime

If the Client wants the DJ to continue performing beyond the Performance End Time and the DJ is willing and able to do so, additional time is charged at [Overtime rate per hour] , billed in [Overtime increment, e.g. thirty (30) minute] increments, and is payable in cash or by [Accepted overtime payment method] before the additional time is performed, or added to the final invoice if the Parties agree in advance.

The DJ is under no obligation to perform overtime and may decline it, including where continuing would breach a Venue curfew or noise ordinance the DJ has been made aware of, or where the DJ has another engagement immediately following the Event.

## 6. Fees, Deposit and Payment Schedule

The total fee for the Event is [Total fee] , exclusive of any sales tax, VAT or GST, which the Client shall pay in addition where it applies.

To secure the Event date, the Client shall pay a non-refundable deposit of [Deposit amount] by [Deposit due date] . The deposit is consideration for the DJ holding the date and turning away other bookings for it, is earned on receipt, and is not refundable except as clauses 7 and 8 provide. The date is not reserved, and the DJ is under no obligation to perform, until the deposit is received and this Agreement is signed by both Parties.

The balance of [Balance amount] is due on [Balance due date, e.g. seven (7) days before the Event] . Payment may be made by [Accepted payment methods] . Sums unpaid after their due date carry interest at [Late payment charge, e.g. 1.5% per month] , and the DJ may decline to perform until all sums due have been paid in full.

## 7. Cancellation and Rescheduling

Either Party may cancel this Agreement by written notice. If the DJ cancels for any reason other than one covered by clause 8, the DJ shall refund every sum the Client has paid, including the deposit, within [Refund period, e.g. fourteen (14) days] .

The Client may reschedule the Event once to a mutually agreed alternative date within [Rescheduling window, e.g. twelve (12) months] , without penalty, by giving written notice at least [Rescheduling notice period, e.g. thirty (30) days] in advance, provided the DJ is available on the new date. The deposit transfers to the new date. Where the DJ is not available, the notice period is not met, or a second rescheduling is requested, the request is treated as a cancellation and a rescheduling fee of [Rescheduling fee] applies to any new booking.

If the Client cancels, the deposit is not refunded and the following applies, based on the

date the written notice is received:

- (a) more than [First notice band, e.g. ninety (90) days] before the Event: the Client owes nothing beyond the deposit already paid;
- (b) between that period and [Second notice band, e.g. thirty (30) days] before the Event (inclusive): the Client owes [Percentage, e.g. fifty percent (50%)] of the total fee, less the deposit already paid;
- (c) fewer than that shorter period before the Event: the full fee is due and payable, less the deposit already paid; and
- (d) in every case, any expense the DJ has already incurred and cannot recover is payable in addition.

## **8. DJ's Inability to Perform and Substitute Performer**

If the DJ cannot attend the Event because of illness, injury, accident, bereavement, transport failure, equipment failure that cannot be remedied in time, or any other cause beyond the DJ's reasonable control, the DJ shall notify the Client as soon as possible and shall use reasonable efforts to arrange a qualified substitute DJ of comparable skill and experience, at no additional cost to the Client. Except where the cause arises so close to the Event that notice is not practicable, the DJ shall give the Client at least [Substitute notice period, e.g. forty-eight (48) hours] notice of a substitution where possible.

A substitute engaged this way performs in that DJ's own style and using that DJ's own equipment, subject to the same equipment, power and space requirements in clause 3, and this Agreement continues to govern the Event on the same terms.

If no acceptable substitute can be found, or the Client reasonably declines the substitute, this Agreement ends and the DJ shall refund every sum the Client has paid, including the deposit, within the refund period stated in clause 7. That refund is the Client's sole and exclusive remedy in these circumstances, and the DJ's total liability for a failure to attend or complete the Event is limited to the total sums the Client has actually paid under this Agreement.

## **9. Liability and Insurance**

The DJ shall maintain general liability insurance of at least [Minimum insurance coverage, e.g. \$1,000,000] covering the DJ's equipment and performance, and shall provide a certificate of insurance to the Client or the Venue on reasonable request in advance of the Event.

The Client shall ensure the DJ has safe, lawful working conditions at the Venue, and is responsible for the conduct of the Client's guests around the DJ's equipment. Neither

Party is liable to the other for indirect, incidental, special or consequential loss, or for loss of profit, revenue or goodwill, however it arises, and the DJ's total aggregate liability under or in connection with this Agreement shall not exceed the total sums the Client has actually paid under this Agreement.

Nothing in this Agreement limits or excludes either Party's liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for anything else that cannot lawfully be limited or excluded.

## **10. Recordings and Promotional Use**

The Client and the Client's guests may take personal photographs and video of the DJ's performance for their own non-commercial use. The DJ may photograph and record the performance and the Event's atmosphere for the DJ's own portfolio, website, and marketing, provided this does not identify guests in a way the Client objects to in writing before the Event.

## **11. Governing Law, Signatures and General**

This Agreement and any dispute arising out of it are governed by the laws of [Governing law, e.g. the State of Illinois] , and the Parties submit to the exclusive jurisdiction of the courts of [Jurisdiction] . Neither Party is liable for a failure to perform caused by an event beyond its reasonable control, including natural disaster, epidemic, war, civil unrest, or an act or order of a public authority; where such an event prevents the Event, the Parties shall first seek to reschedule under clause 7.

This Agreement is the entire agreement between the Parties about the Event and replaces any earlier quote, proposal, message or understanding about it. It may only be amended in writing signed or confirmed by both Parties. Neither Party may assign it without the other's written consent. If any provision is held unenforceable, the rest continues in force, and a failure to enforce a provision is not a waiver of it.

This Agreement is not binding on either Party until it has been signed and dated by both. It may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

**Client**

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Date: \_\_\_\_\_

**DJ**

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Date: \_\_\_\_\_